

OPINION SUMMARY
MISSOURI COURT OF APPEALS EASTERN DISTRICT

P & J VENTURES, LLC,)	No. ED101532
)	
Respondent/Cross-Appellant,)	Appeal from the Circuit Court
)	of St. Charles County, Missouri
vs.)	
)	
YI YU ZHENG, QUI FENG, AND LING)	Honorable Theodore House
ZING ZHENG,)	
Appellants/Respondents.)	Filed: January 12, 2016

Defendants Yi Yu Zheng (“Defendant Zheng”), Qui Feng (“Defendant Feng”) and Ling Xing Zheng (“Defendant Leon”) appeal the judgment of the Circuit Court in favor of Plaintiff P & J Ventures, LLC, (“P & J”), on Counts I through V against Defendant Leon; and in favor of P & J on Count III against Defendants Zheng and Feng. P & J cross-appeals the judgment of the Circuit Court in favor of Defendants Zheng and Feng on Count I against P & J. Defendants assert five points on appeal. In Points I through IV, Defendants claim the trial court erred in entering judgment in favor of P & J on Count III (fraudulent misrepresentation). In Point V, Defendants maintain the court erred in striking Defendant Leon’s pleadings and entering a default judgment against him on all five counts of P & J’s petition. In its cross-appeal, P & J contends the trial court erred in entering judgment in favor of Defendants Zheng and Feng on Count I (breach of contract). P & J has also filed a motion to strike Defendants’ brief and dismiss Defendants’ appeal, alleging Defendants failed to comply with Missouri Rule of Civil Procedure 84.04. We ordered the motion to be taken with the case. We dismiss Defendants’ appeal, reverse the judgment in part, and remand for further proceedings.

Division Two holds:

(1) Because Defendants’ brief fails to comply with the requirements of Rule 84.04, we grant P & J’s motion to strike Defendants’ brief and dismiss Defendants’ appeal.

(2) The trial court erred in determining P & J lacked standing because the Lease by its terms was not assignable. In interpreting the terms of the Lease as a whole, we find the parties intended the Lease to be assignable by Lessor. We further find that P & J had standing to assert its breach of contract claim against Defendants.

Opinion by: Angela T. Quigless, J.

Philip M. Hess, P.J., Gary M. Gaertner, Jr., J., Concur.

Attorney for Appellant: Danieal H. Miller

Attorney for Respondent: Willard D. McCarter

THIS SUMMARY IS NOT PART OF THE OPINION OF THE COURT. IT HAS BEEN PREPARED FOR THE CONVENIENCE OF THE READER AND SHOULD NOT BE QUOTED OR CITED.